



OPULENCE TRAVEL AGENCY

Opulence Travel Agency

Terms & Conditions

Revised October 2021

RESERVATIONS

Please visit <https://www.opulencetravelagency.com/>, call Opulence Travel Agency at (832)253-2721 or contact us via email at info@opulencetravelagency.com

The terms and conditions set forth in this agreement (also referred to as "Terms") constitute the entire understanding and agreement between you the tour participant ("Traveler") and Opulence Travel Agency "we, or "us" with respect to any and all bookings, reservations, tours or transactions made with Opulence Travel Agency ("Tour" or "Tours").

By booking a tour with us, paying a deposit or signing this agreement, you accept all of the terms in this agreement on your own behalf and on behalf of all persons listed on the booking, including but not limited any Minors for whom you are signing this agreement (also referred to individually as "Traveler" or "Travelers"), and direct us to perform services for each and every Traveler.

IDENTIFICATION

Guest are required to make reservations in the full name that is listed on his/her government issued document they will be used for travel. If you need to make any changes to a name after travel documents have been issued, you will be responsible for all names change fees, if applicable.

PAYMENTS & CANCELLATIONS

PAYMENTS

We use a Payment Gateway and, PayPal for credit card payments. This will allow our clients/guest to make payments through major credit or debit cards.

CANCELLED RESERVATIONS

If the minimum monthly payment is not received within 10 days after the monthly payment date your reservation will be automatically cancelled, and no refunds will be given.

REFUNDS

All hosted trips and bus trips payments to Opulence Travel Agency are non-refundable and non-transferable. This is because Opulence Travel Agency has contractual agreements with hotels, airlines and other vendors that will not allow us to obtain any refunds. This way we can keep our package prices competitive and allow you to make monthly payments on your vacation.

PASSPORTS AND VISAS

It is the passenger's responsibility for ensuring that they have the proper travel documents and **MUST CHECK** the respective consulate(s) or visa agency to determine whether any visa or passports are required. Passports are required to be valid for at least 6 months after the date of travel. Some countries require a full blank "VISA" page in the passport for stamping purposes. Any information provided on travel description pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements. We strongly suggest all cruise passengers to have a valid passport in their possession while cruising.

TRAVEL PROTECTION

We highly recommend Travel Protection that helps provide coverage for Trip Cancellation, Interruption, baggage loss or delay, medical expenses and more. You are required to select and purchase travel insurance yourself for domestic and international tours. You do not want to lose all your hard-earned money you paid for your vacation.

TRAVEL DOCUMENTS

Provided full payment is received no later than your Final Payment Due date, travel documents and travel instructions will be sent via email and/or mail 30 days or earlier prior to travel unless a late booking is made then they will be delivered as soon as available from the vendor or supplier. If paper documents are requested when e-documents are available, documents will be delivered via USPS approximately 14-21 days prior to your travel date, and a fee of \$30 will apply. A complete street address is required (no PO Boxes).

CHILDREN

CHILDREN: All children under 18 must be accompanied by an adult. Minimum age for children on most tours is 6 months. Minimum age for South Africa and Dubai Tours is 12. Minimum age for European Tour programs is 12. Minimum age for cruise tours is 6 months old and child must sail in a cabin with an adult over age of 25 years of age. Discounts for children sharing a room as third person may apply to children under 12 at some resorts on Caribbean and Mexico Tours. Accompanying adults are responsible for the safety of their children including providing any necessary safety equipment (such as infant/child seats) where appropriate. Please note that many countries have adopted practices to prevent international abductions of children. If a person under the age of 18 years will be travelling with an adult other than his/her parents, or with only one parent, a notarized letter written by the parents, or non-travelling parent, granting authorization to travel, including the dates of travel should be carried.

PRICES

All prices listed are per person based upon shared twin room occupancy unless clearly specified. Prices do not include items of a personal nature such as laundry, wines, water, beverages, food (other than an all-inclusive resorts or where clearly specified), passports and visa fees, insurance, and foreign port taxes unless specifically indicated in the package inclusions. Prices are correct at time of publication; however, as airfares continually fluctuate and classes of service may have limited capacity, tour package prices and availability will change accordingly. In case of human or computer error, Opulence Travel Agency reserves the right to re-invoice for the correct price or service. A full refund will be made to passengers who choose not to pay an increase, provided Opulence Travel Agency receives a written cancellation within five days of the price increase notification.

DEPOSITS

A deposit is due at the time of reservation. For hosted trips, all deposits are non-refundable and non-transferable. All reservations (except where specified) will require a deposit and will be clearly noted the amount due and monthly payment plan. For hosted and bus tours all payments will be accepted and processed by Opulence Travel Agency. For non-hosted trips, payments can be made directly to supplier, vendor and/or Opulence Travel Agency.

FULL PAYMENT

All reservations can be paid in full at time of booking if the tour has available space.

LATE PAYMENT

For hosted trips if there is any outstanding balance by the Final Payment Due date listed on your invoice, a late fee will automatically be added to your invoice one day after your final payment date. Late fee varies, please see each individual tour description for late fee cost. For reservations booked with a supplier their terms & conditions will apply.

REINSTATEMENT OF RESERVATION

If your travel reservation has been cancelled and you notify us within 14 days that you want to reinstate your reservation, a service reinstatement fee of \$100 (\$200 for international tours) will be added to your invoice and must be paid in advance in order to apply for reconfirmation of services.

LAST MINUTE RESERVATIONS

For hosted trips, all reservations must be made no later than 30 days prior to departure. If requested services cannot be confirmed, payment will be refunded. If services are confirmed, final payment is due within 24 hours.

REFUNDS & TRANSFER OF PAYMENTS

For all hosted and bus trips, payments submitted to Opulence Travel Agency are non-refundable and non-transferable for future trips due to the policies and contractual agreements set forth by our suppliers. It is the traveler's responsibility to insure they can attend and capable of paying for the event, along with any cost not included in the price of the reservation i.e. airfare, meals, activities etc. Opulence Travel Agency is not responsible for any refunds that may be due to a traveler through a travel supplier or a travel protection plan per their terms and conditions. The time frame for refunds can vary.

RESERVATION CHANGES

Change requests must be made in writing. Changes to an existing reservation, whatever the cause, will incur a \$50 per person charge plus any additional supplier fees. This includes name changes and removal of any services such as optional tours and transfers. *Please note that name changes to airline reservations are subject to full cancellation and rebooking.

Replacing a traveling passenger with another traveling passenger constitutes a cancellation, subject to penalties, and is not covered by this reservation change policy. Changes or additions after departure are subject to local rates at the time of the amendment and must be paid directly by passenger to the service provider. There are no refunds on unused services.

Substantial change requests by you such as a change of tour dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. This change will result in recalculation of your original tour price.

CANCELLATIONS OR CHANGES BY Opulence Travel Agency, LLC, AND FLEXIBILITY

Opulence Travel Agency reserves the right to cancel, alter, modify, postpone, or reschedule any tour without prior notice for the safety and/or comfort of travelers and for circumstances of Force Majeure (see information below). We shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder as a result of any actions that it takes or does not take under this section and under this Agreement.

You acknowledge that the amenities, accommodations, transportation, route, schedule, and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing problems, and other unforeseeable factors. If, prior to departure, we make a significant change because of a problem with a supplier (e.g., bankruptcy), we will, as soon as reasonably possible, notify you of available alternatives.

Any changes that we make may require a supplemental payment from you. We will advise you in the event such a payment is required.

Regarding civil unrest, once we have investigated the prevailing situation as it deems fit, it shall remain in the sole discretion of Opulence Travel Agency whether to proceed with the trip. If Opulence Travel Agency is of the reasonable opinion that the trip may proceed, no refund will be payable to you and the cancellation provisions of this agreement shall apply.

No refunds will be provided if we cancel, alter, modify, postpone, or reschedule any trip for any reason, whether before or during your trip. We may, in our discretion without any requirement that we do so, use reasonable endeavors to reimburse you of any payments that you have made reduced by any and all non-refundable deposits and cancellation fees that we have paid to suppliers and other third parties to provide components of your trip. Our administration costs in planning your trip are not refundable because of the work involved in planning, booking and management of your trip itinerary from the moment the trip is booked. This fee is 15% of the trip cost or five hundred

dollars (\$500), whichever is less ("Administration Fee"), and one that we cannot recuperate, again because the time and materials already invested in the trip.

Additional Information regarding Force Majeure

In the uncommon situation where Force Majeure prevents, significantly hinders, renders it difficult, or makes it impossible for us or our Suppliers to provide the Services including but not limited to your trip, we and/or our suppliers shall be entitled to, in our sole and absolute discretion, take one or more of the following steps: vary, reschedule, postpone, cancel any trip itinerary or arrangement, including trip dates and the entire trip itself. We regret that no refunds will be provided if we take any of the preceding actions due to Force Majeure, unless and to the extent we are able to obtain any refunds from our suppliers. Any refund under this section will less our 5% Administration Fee. This policy is based on the fact that Suppliers, who are often located outside the United States, are not obligated to return non-refundable deposits or waive their cancellation fees in the case of Force Majeure. Further, it is not assured that we would easily be able to receive any refunds from our Suppliers once we have forwarded your deposits to them. Nor will we be able to pay you any compensation, costs or expenses you incur as a result. We will advise you if we are able to obtain any refunds from our Suppliers a Force Majeure situation.

If you choose to cancel your trip, our standard cancellation terms that govern when a traveler cancels apply. See above section titled "CANCELLATIONS BY TRAVELER."

If Opulence Travel Agency is affected by Force Majeure, Opulence Travel Agency, if practicable, will notify you of the nature and extent thereof.

Opulence Travel Agency will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond our reasonable control, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, pandemic, epidemic, diseases and viruses that are known, unknown or novel such as coronavirus/COVID-19 (including any spread thereof), foodborne, airborne, and communicable illnesses and disease, government intervention of any kind that affect domestic and/or international travel, government restrictions or warnings, diplomatic or health organization (e.g., World Health Organization) warnings, border closings, weather conditions, and unforeseen circumstances.

LIMITATION OF REMEDIES

You agree that the sole remedy for any default by Opulence Travel Agency, arising under this Agreement shall be the return of the paid tour cost. To the maximum extent permitted under applicable law, Opulence Travel Agency shall not be liable for any special, consequential, indirect, incidental or other damages arising out of this Agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Opulence Travel Agency has been advised of the possibility of such damages. You expressly waive any right it may have to recover such damages.

CREDIT/DEBIT CARD CHARGEBACK POLICY

If you are not happy with our services for any reason, you agree not to file a chargeback with your credit or debit card before you have given us an opportunity to address the matter. Your satisfaction is very important to us and we strive to stand behind our products and services. We will work to address any issue that you might have. By signing this agreement or booking a trip with us, you agree that chargebacks are not to be used for refund convenience, in other words, it is not an appropriate way to

avoid our cancellation and refund policy to which you agree by signing this agreement. We view such chargebacks as a form of "friendly fraud," but fraud nonetheless. We will vigorously dispute any chargeback and reserve the right to report fraudulent chargebacks to authorities. Should we win any chargeback that you initiate, you agree to reimburse us for our attorney's fees, time, costs and expenses in rebutting the chargeback.

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TRAVELERS WITH DISABILITIES

To fully enjoy your vacation with Opulence Travel Agency, we recommend that you select a trip that is suitable to your physical capabilities. Tour participants requiring any form of assistance, including travelers with physical disabilities, sight, or hearing impairments, are required to notify Opulence Travel Agency prior to reservation for review and our agreement. Additionally, the tour participant must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide such assistance. To participate in escorted tours, passengers must always be able to understand and follow instructions given by the Tour Director, both for the successful operation of the tour as well as for their personal safety. Opulence Travel Agency reserves the right to reject participation or remove any individual from a tour if notification was not provided and/or when, in our sole judgement, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or cost for alternate travel plans or to return home, will be the sole responsibility of the passenger/guest. Escorted tours are fast paced, often requiring lengthy walks over uneven terrain. In the interest of the group, clients should be able to maintain the pace of the tour. Clients with special needs may be better served independently. Opulence Travel Agency can suggest touring options based upon specific requirements.

WALKERS & WHEELCHAIRS

Domestic Tours: Pursuant to the American with Disabilities Act (the ADA), Opulence Travel Agency seeks to accommodate disabled travelers to the extent possible and consistent with the specific tour itinerary. Nevertheless, you may find that certain tour features may not be accessible to the extent that you require a wheelchair, scooter, or other special equipment to participate. We cannot provide individual assistance to travelers with wheelchairs or other mobility devices. We regret that some itineraries cannot accommodate wheelchairs or motorized scooters. Passengers are required to advise Opulence Travel Agency of their accessibility requirements prior to booking for Opulence Travel Agency to determine if reasonable accommodations are available. Opulence Travel Agency will strive to accommodate special access needs but does not guarantee that it will be able to do so in all cases.

INTERNATIONAL TOURS

Hotels, sea and river cruises outside of the United States are not required to comply with ADA requirements and therefore may not have ramps, wide entryways or elevators to accommodate

disabled passengers or devices such as wheelchairs, walkers and motorized scooters. Due to physical constraints and space limitations, wheelchairs, walkers and motorized scooters may not be taken aboard motor coaches and river cruises.

SERVICE ANIMALS

Service animals cannot be accommodated on international escorted tours. Passengers on USA domestic tours who require a service dog because of disability should check with Opulence Travel Agency prior to booking a tour.

AIRLINES

Opulence Travel Agency is not responsible for the services and policies imposed by the airlines. Airline schedules and flights are subject to change without notice. Opulence Travel Agency is not responsible for penalties incurred for tickets, international or domestic, due to schedule and/or flight changes.

CONTACT INFORMATION

Pursuant to TSA Secure Flight requirements, passengers are responsible to provide Opulence Travel Agency with their name as it appears on their passport (or other government issued I.D when traveling), date of birth, gender, address, phone number, email and fax data for all passengers. Passengers must ensure that names are correctly listed on their invoice. Opulence Travel Agency will not be responsible for passengers who do not receive an invoice or documents or are denied boarding due to inaccurate information.

SCHEDULE CHANGES

In the event of an airline schedule change, Opulence Travel Agency will make every effort to inform passengers of the schedule change and new flight schedule prior to departure. Opulence Travel Agency is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. Opulence Travel Agency is unable to provide compensation for schedule changes, seat assignment modification, or cancellations implemented by an airline. In the event of any change in flight itinerary made directly between passengers and their airline, it is the passengers responsibility to advise Opulence Travel Agency of amended flight details in writing at info@opulencetravelagency.com. Opulence Travel Agency cannot be held responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge.

HOTEL ACCOMMODATIONS

All rooms requested are standard twin-bedded (two single beds) rooms with private facilities unless you have specifically requested a king/double size bed. Please understand although we will make a bed type request on your behalf, bed types are subject to availability. Room selection in all cases is strictly at the discretion of the hotel's management on a run-of-house basis. Triple and quad occupancy rooms consist of two beds for cruises, where triple and quad rooms will consist a twin bed for each person. Some single rooms are smaller than a standard room size. The number of persons accommodated does not dictate the room size. Although available at most 4- and 5-star hotels, use of air-conditioning abroad differs greatly from the United States. Many European hotels were built before central air-conditioning was introduced. Air-conditioning is often shut down at night and from the end until the start of the summer months. All hotel rates are based on Opulence Travel Agency agreements with its suppliers and are not negotiable. Hotel check-in time is generally not before 3:00 p.m. and check-out time is prior to noon. Please be sure that adequate arrangements for accommodations have been taken into consideration when a late-night flight is being used. If a day room is included in the itinerary, check-out will normally be 6:00 p.m. We reserve the right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of those accommodations.

HOTEL & CRUISE PROFILES

Opulence Travel Agency hotel and cruise ship profiles are based upon information provided to Opulence Travel Agency by hotel and cruise ship partners and their representative, including images and descriptions of individual properties. Star-ratings may differ from country to country. Opulence Travel Agency does it is best to maintain current information, however, is not responsible for any inaccuracies, changes in description details or amenities, or images provided by third parties.

INVOLUNTARY/VOLUNTARY DEPARTURE

Opulence Travel Agency reserves the right to remove any traveler from the group trip should the Opulence Travel Agency representative(s) determine that the traveler cannot meet the physical requirements of the group as stated in the itinerary, or is disruptive to the tour times schedule or is adversely affecting the group dynamics or is incompatible with the interest of the group, including, but not limited to, individuals who are intoxicated and/or under the influence of drugs leading to a negative experience to the remainder of the group. Expenses, including cancellations fees and/or cost for alternate travel plans or to return home, will necessarily be the responsibility of the passenger. All unused services are non-refundable. In the event a traveler is removed from a group trip, Opulence Travel Agency will not refund any monies.

Transportation cost to return home, airline penalties, and any other expenses will be the responsibility of the traveler. If a traveler voluntarily chooses to leave a group trip prior to its scheduled conclusion, Opulence Travel Agency will not refund any monies for the unused portion of the travel arrangements. Transportation costs from the group trip departure point to the airport, airline penalties, and any other expenses will be the responsibility of the traveler.

Some nations require proof of vaccination for all travelers. Any required inoculations must be recorded by the traveler's health practitioner on a valid vaccination certificate, which the traveler must carry in his/her possession throughout the tour. You are also solely responsible for any adverse consequences, including additional costs and fees, resulting from incomplete or defective documentation. Passport and visa requirements may change at any point in time. It is the responsibility of each traveler to acquire the most up to date travel documents. Opulence Travel Agency does not represent that the list is exhaustive or current. It is the sole responsibility of each traveler to obtain the necessary documentation for all aspects of their tour.

CRUISES

CRUISE TRAVEL DOCUMENTATION REQUIREMENTS

US Citizens on closed-loop cruises (cruises that begin and end in the same U.S. port) and travel to destinations in Mexico, Canada, the Caribbean, the Bahamas, and Bermuda are able to re-enter the United States with proof of citizenship other than a passport or passport card. Acceptable proof of citizenship includes an original or certified copy of a government issued birth certificate (raised seal and signature) and a laminated government issued picture ID (driver's license, state ID), Consular report of born abroad certificate, or a certificate of naturalization. **Baptismal records and certificates issued by a hospital are not acceptable.**

It is strongly recommended that all guest travel with a valid passport during their cruise. This greatly assists guests who may need to fly out of the United States to meet their ship at the next available port should they miss their scheduled embarkation in a U.S. port; guest entering the U.S. at the end of their cruise; and guest needing to fly to the U.S. before their cruise ends, because of medical, family, personal or business emergencies, missing a ship's departure from a port of call, involuntary disembarkation from a ship due to misconduct, or other reasons. Guest who need to fly to the United States before their cruise ends will likely experience significant delays and complications related to booking airline tickets and entering the United States if they do not have a valid U.S. passport with them.

SHIP & ITINERARY CHANGES

Cruise itineraries and ships are subject to change without notice. Furthermore, cruise ships may be chartered and/or departure dates canceled, in which case all monies will be refunded, or cruise credit will be granted. Opulence Travel Agency takes no responsibility for ship substitutions or itinerary changes imposed by a cruise line and is not responsible for any losses you may incur including the issuance and/or cancellation of airline tickets or visa fees.

MEDICAL SERVICES

Many ships do not carry a doctor or nurse onboard. Should medical attention be required, local services will be contacted. Resulting charges will be the responsibility of the passenger. Opulence Travel Agency and the cruise operator are not responsible for the services provided.

HEALTH REQUIREMENTS: Check with your healthcare provider for up to date requirements. You may also check the Centers for Disease Control(www.cdc.gov) and/or the World Health Organization (www.who.int/en/) for their recommendations. Required inoculations, if any, must be recorded by client's health practitioner on a valid vaccination certificate which the client must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any person who arrives to the destination ill with apparent fever or becomes ill during the tour, will be removed from the group and directed to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that individual be allowed to resume group travel. All cost associated with medical treatment and related expenses such as additional hotel nights or transportation not included in the original itinerary, will necessarily be the responsibility of the passenger.

Please note that some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. A list of such countries is available at: <https://www.transportation.gov/airconsumer/spray>

UNITED STATES TERRITORIES: U.S. Citizens and Lawful Permanent Residents(LPR's) who travel directly between parts of the United States, which include Guam, Puerto Rico, U.S Virgin Islands, American Samoa, Swains Island and the Commonwealth of the Northern Mariana Islands(CNMI), without touching at a foreign port or place, are not required to present a valid U.S passport or U.S Green Card. However, it is recommended that you always carry proof of your LPR status in the event you are asked to prove your status. This may be in the form of a green card or passport.

RELEASE OF LIABILITY

Opulence Travel Agency acts as a sales agent for any airline, hotel, car-rental company, motor-coach company, tour operator, cruise line, or other service provider named in your itinerary (Suppliers"). Opulence Travel Agency is not responsible for acts or omissions of the suppliers or their failure to provide services or adhere to their own schedules.

Opulence Travel Agency assumes no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of the Suppliers; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by the Suppliers; or (3) any wrongful or negligent acts or omissions on the part of any other party not under Opulence Travel Agency's' control.

You hereby release Opulence Travel Agency from all claims arising out of any problem covered in this paragraph. You acknowledge and understand that: (i) airlines can increase their prices at any time before tickets are issued and that Opulence Travel Agency has no control over issuance of tickets for tours; (2) airlines, cruise lines, tour operators, and other Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and that you may be bound by those contracts regardless of whether you receive notice of their terms.

Opulence Travel Agency has no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at destinations, Opulence Travel Agency recommends contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov. For medical information, Opulence Travel Agency recommends contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel.

All travelers assume full and complete responsibility for checking and verifying any and all spelling of names, passport, visa, vaccination, or other entry requirements of your destination(s), and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). Most countries require a passport be valid for a minimum of 6 months after the last date of travel to be accepted for arrival. You hereby release Opulence Travel Agency from all claims arising out of any problem covered in this paragraph. You agree that the courts in Harris County, Texas will be the exclusive jurisdiction for all claims brought by you or Opulence Travel Agency and you hereby submit to the personal jurisdiction of those courts.

For your protection, we strongly recommend that you purchase trip cancellation insurance. We also strongly recommend that you use a credit card for your purchase, so that you can exercise your rights under the Fair Credit Billing Act if you do not receive the services you purchased.

ASSUMED RISK/HOLD HARMLESS

Travel has its own inherent risks, and the traveler acknowledges such risks exist, up to and including death. Opulence Travel Agency will take all reasonable precautions to insure the health and safety of the traveler. The traveler agrees to hold Opulence Travel Agency, its employees and agents harmless should illness, accident or death occur. Opulence Travel Agency is not responsible for the actions, expenses or harm incurred by travelers who disregard the instructions of the Opulence Travel Agency representative(s), travelers who depart from the planned activities of the tour, or travelers who follow the instructions of a non-Opulence Travel Agency representative(s).

Opulence Travel Agency is not responsible for time changes made by the airlines, bus conductor and railways. Flight times and seat assignments are solely at the discretion of the airlines. Hotel room location is the sole discretion of the hotel. Requests can be made but are not guaranteed. Baggage fees of the airlines are not included in group trip prices. If you decide to check baggage you must pay this fee directly to the airline. The carriers, accommodations and other suppliers providing services are independent contractors and are not agents, employees of Opulence Travel Agency. Opulence Travel Agency assumes no responsibility and will not be held liable for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity by reason of (1) any wrongful or negligent acts or omissions on the part of its suppliers, (2) any wrongful, negligent, or unauthorized acts or omissions on the part of any employee of these suppliers, (3) any defect in or failure of any vehicle, equipment or instrumentality owned, operated, or used by any of these suppliers, or (4) any wrongful or negligent acts or omissions on the part of any other party not under the control, direct or otherwise, of Opulence Travel Agency, or (5) acts of God.

The traveler agrees for him/herself, his/her heirs and assigns, executors and administrators to hold harmless and release Opulence Travel Agency, or any other sponsoring organization(s) and/or subsidiaries, affiliates, officers, representatives or successors (released parties") from any and all losses, causes of action, liabilities, indirectly from participation in connection with hosted group trips and/or the condition of the property, facilities or equipment used for hosted group trips, regardless of when, where or how such claim may arise and regardless of whether caused by the disappearance or negligence of the Released Parties or otherwise, including, without limitation. Claims relating to (i) any theft, loss or disappearance of property, (ii) bodily injury (fatal or non-fatal) and (iii) property damage.

ASSUMPTION OF RISK

I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Opulence Travel Agency, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse, and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all the time during which I am participating on the trip. To partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Opulence Travel Agency and agree to hold harmless and release Opulence Travel Agency from claims of third-party negligence. I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize Opulence Travel Agency or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

KNOWING AND VOLUNTARY EXECUTION

I have carefully read these Terms and Conditions and the booking information sections of this document, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Opulence Travel Agency and agree of my own free will. By signing, I agree to these Travel Terms & Conditions and Opulence Travel Agency Release from Liability, Assumption of Risk and Binding Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.

USE OF TRAVELERS IMAGE AND PHOTOGRAPHIC RELEASE

Photographs and video taken by Opulence Travel Agency representatives while on tour are the property of Opulence Travel Agency and permission is granted to Opulence Travel Agency for promotion or commercial use without payment of any compensation to participant.

THIRD PARTY OPERATORS

Some Opulence Travel Agency trips, as notes in the itinerary, are scheduled with tour operators who sell their tours to the public. The traveler acknowledges that other groups and/or individuals may be a part of the same tour.

LIABILITY DISCLAIMER

The information, products, and services published on this web site may include inaccuracies or typographical errors. Changes are periodically made to the information which appears here. The content of

this site is not guaranteed to be complete, accurate, or available and may be changed at any time without notice. Opulence Travel Agency may make improvements or changes on this web site at any time. In no event shall Opulence Travel Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this web site, or for any information, products, and services obtained through this web site, or otherwise arising out of the use of this web site.

USE OF WEB SITE

<https://www.opulencetravelagency.com/> Agreement between Customer and Opulence Travel Agency/
<https://www.opulencetravelagency.com/> is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of /
<https://www.opulencetravelagency.com/> constitutes your agreement to all such terms, conditions, and notices.

THIRD-PARTY SERVICES

<https://www.opulencetravelagency.com/> may contain hyperlinks to web sites operated by parties other than Opulence Travel Agency. The Services may also include links to third party websites that are controlled and maintained by others. You acknowledge and agree that any link to other websites is not an endorsement of such websites and that Company is not responsible for the content or availability of any such sites. Neither these Terms of Service nor our Privacy Policy governs the use of your information by third party websites.

The Services may include services provided to Company by third party providers (a "Third Party Component"). Prior to using any Third-Party Component, you may be required to agree to additional Terms of Service provided by such third-party vendor. You acknowledge and agree that you will comply with such additional Terms of Service.

TRAVEL INSURANCE

There is no better way to protect your vacation investment than by purchasing travel insurance. With the possibility of cancellations, flight delays, lost luggage or passports, medical emergencies and any other unexpected incident, travel insurance can provide the reassurance and peace of mind that you need. Travel insurance can minimize the considerable financial risks of traveling: accidents, illness, missed flights, canceled tours, trip cancellation, travel interruptions, lost baggage, theft, terrorism, travel-company bankruptcies, emergency evacuation, and getting your body home if you die. Each traveler's potential loss varies, depending on how much of your trip is prepaid, the refund-ability of the air ticket you purchased, your state of health, the value of your luggage, where you're traveling, the financial health of your tour company and airline, and what coverage you already have (through your medical insurance, homeowners or renters insurance, and/or credit card). Travel insurance is highly recommended but not required. We also strongly encourage that you consider purchasing insurance that permits you to cancel for any reason ("CFAR"). These CFAR policies must be purchased within a very short time period after you make your initial trip deposit so do not delay. We make no representations or guarantees whatsoever about the availability of travel insurance or coverage matters. What are the chances you will need it? How willing are you to take risks? How much is peace of mind worth to you? Take these considerations into account, understand your options, and make an informed decision for your trip. There is no better way to

protect your vacation investment than by purchasing travel insurance. We highly advise all travelers to consider purchasing travel insurance. Please contact Opulence Travel Agency for more information regarding travel insurance.

You understand and agree that should you choose not to purchase travel insurance, you will not be protecting your trip whatsoever through insurance and you will be fully responsible for any costs, losses or damages incurred in connection with your trip, including those relating to trip cancellation or interruption, loss or theft of personal property, medical expenses, and more.

CORONAVIRUS COVID-19 Release, Assumption of Risk, Waiver of Liability & Indemnity Agreement

The 2019 Novel Coronavirus* (COVID-19, "Coronavirus") is a known and rapidly evolving pandemic that is affecting travel worldwide, with continued spread and impacts expected.

Client is fully aware of the current global Coronavirus COVID-19 virus outbreak, the current travel restrictions, and inherent risks involved if choosing to travel.

Client understands that it is his/her responsibility to check the latest travel information regarding this virus outbreak with the CDC. <https://wwwnc.cdc.gov/travel/notices>

Client understands that it is his/her responsibility to have travel insurance to ensure they have coverage for all medical needs and trip cancellation, but understands that concerns or fear of travel is not a covered reason for cancellation relating to the Coronavirus/COVID-19 and will be denied. Client holds Opulence Travel Agency harmless for his election to not purchase travel insurance or any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.

Travel Insurance generally only covers unforeseen events. Most insurers classified COVID-19 as a "known event" late January 2020. Please note that most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. Clients understands that he/she is bound by the terms of the insurance policy as it relates to Coronavirus/COVID-19.

Client is aware the travel warnings, travel restrictions and rules and understands the risks, is accepting of these and knows that Opulence Travel Agency holds agency harmless for any travel restrictions, death, illness, cancellations by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider, financial loss, quarantining rules or measures put in place at airports or destinations you are traveling through. Client further agrees to hold Opulence Travel Agency harmless for any financial penalties or fees imposed by the suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider due to

cancellations or postponements due to COVID-19 and agrees not to institute a credit card dispute or "charge back" to Opulence Travel Agency for said penalties or fees.

Client is aware that additional screenings procedures and restrictions may take place at airports and in public areas. Client is aware that these restrictions may include mandatory face coverings and/or temperature checks in airports, hotels, cruise ships, trains, or other means of transport.

Client is aware that Immigration restrictions may be put in place before or during your travels that may impede your ability to enter or exit your destinations as planned.

Client is aware that it is his/her personal decision to travel and is doing so with full knowledge of current travel recommendations and travel restrictions with regards to the Coronavirus COVID-19 and takes full responsibility for his/her actions with regards to this.

Client understands and confirms that Opulence Travel Agency, after reasonable inquiry, has provided client with the best available information regarding pandemic protection policies provided by travel suppliers, including but not limited to airlines, hotels, cruise lines, tour agencies, transfer agencies or any other provider involved in clients booking, but that said supplier may not enforce or apply said policies. Additionally, client understands and is aware that even if said travel suppliers make a good faith effort to enforce said pandemic policies and procedures, some travelers may refuse to cooperate with said policies. Client further holds Opulence Travel Agency harmless for any injury or harm that may arise.

In consideration of the opportunity afforded to me and with full knowledge and acceptance of the risks associated with travel, I hereby release, indemnify, hold harmless and covenant not to sue Opulence Travel Agency, it's officers, employees, volunteers, agents, representatives, and any other person involved either directly or indirectly, from all claims, suits, expenses, attorney fees and demands of any nature (including negligence) caused by, deriving from, or associated with this trip. I make these covenants, release, and waivers knowingly and voluntarily. It is further understood and agreed that this Coronavirus/COVID-19 Waiver and Release of Liability, Assumption of Risk and Indemnity is to be binding on my heirs and assigns and I sign it of my own free will.

I hereby acknowledge that his Agreement to be binding by my signature for all travelers listed under this booking.

HOSTED AND NON-HOSTED BUS TRIPS

BUS TRIPS

All bus tours are non-refundable. If you are unable to attend, you may transfer your reservation for a fee of \$35.00. if you need to transfer a second and final time, the fee is \$50.00. The fee must be paid prior to the transfer being made.

CANCELLATION OF HOSTED BUS TRIP

On rare occasions, Opulence Travel Agency must cancel a tour, for events outside the control of Opulence Travel Agency. Opulence Travel Agency reserves the right to cancel any tour/trip at any time up to the day of departure, due to no fault of our own. In the event of a cancellation by Opulence Travel Agency, all monies paid to Opulence Travel Agency for the canceled tour/trip will be refunded. The timing of the refund will be at the discretion of your banking institution once the refund is processed by Opulence Travel Agency. In Lieu of receiving a refund for cancelled trips, you may choose to transfer your funds to any trip that Opulence Travel Agency is promoting.

AMENDMENT OF TERMS AND CONDITIONS

Opulence Travel Agency have the right to amend the terms and conditions whenever deemed necessary.